

WHEN RECORDED RETURN TO:

City Clerk
410 W. 1st Street
Ankeny, Iowa 50023

Preparer Information:
Civil Design Advantage
3405 SE Crossroads Drive, Suite G
Grimes, IA 50111
(515)369-4400

PUBLIC SANITARY SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Deer Creek Estates, LLC, of the City of Altoona, County of Polk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Ankeny, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Ankeny, Iowa, a municipal corporation, in the County of Polk, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See Exhibit 'A' – Easement Plat and made a part hereto

That the above described easement is granted unto the City of Ankeny, Iowa for the purpose of constructing, reconstructing, repairing, enlarging, inspecting and maintaining the following public improvements:

Deer Creek Trunk Sanitary Sewer Extension

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.
3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.
4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees, or shrubs). The City shall not be responsible for any

construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor the property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
6. Easement Benefit. This easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.
8. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.
9. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Signed this 12th day of February, 2019.

Grantor:

By:

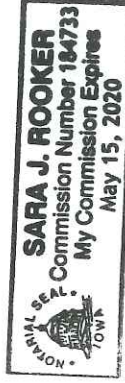
Name:

Title:

STATE OF IOWA, COUNTY OF _____, ss:

On this 12th day of February, 2019, before me, the undersigned, a Notary Public in and for said County and State personally appeared R. Bradley Skinner, to me personally known, who being by me duly sworn, did say that he is Co-Manager, executing the within and foregoing instrument and acknowledged that he executed the same as his voluntary act and deed of the Deer Creek Estates, LLC, by it and by him voluntarily executed.

Notary Public in and for the State of Iowa



Consented to by: Great Southern Bank
By: Thomas D. Rude JP
Authorized Signature
Name: Thomas D. Rude
Title: Vice President

STATE OF IOWA, COUNTY OF POLK, ss:

On this 12th day of February, 2019, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Thomas D. Rude to me personally known, who being by me duly sworn, did say that he/she is the Vice President of the corporation executed the within and foregoing instrument, that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation and by authority of its Board of Directors; and that Thomas D. Rude, as Vice President, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him/her voluntarily executed.

Andrea Clemensen
Notary Public in and for the State of Iowa



EXHIBIT 'A' - EASEMENT PLAT

PERMANENT SANITARY SEWER EASEMENT DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 80 NORTH, RANGE 23 WEST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF ANKENY, POLK COUNTY, IOWA AND MORE PARTICULARLY DESCRIBED AS A 40.00-FOOT-WIDE EASEMENT BEING 20.00 FEET ON EACH SIDE OF THE FOLLOWING CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF LOT 19, DEER CREEK ESTATES PLAT 9, AN OFFICIAL PLAT; THENCE SOUTH 27°04'12" WEST ALONG THE EAST LINE OF SAID DEER CREEK ESTATES PLAT 9, A DISTANCE OF 186.61 FEET; THENCE SOUTH 62°55'48" EAST, 173.15 FEET TO THE POINT OF BEGINNING; THENCE NORTH 21°07'40" EAST, 78.64 FEET; THENCE NORTH 43°44'48" EAST, 683.13 FEET; THENCE NORTH 11°27'25" EAST, 383.01 FEET; THENCE NORTH 43°22'29" EAST, 282.71 FEET; THENCE NORTH 73°01'12" EAST, 321.01 FEET; THENCE NORTH 64°15'16" EAST, 318.25 FEET; THENCE NORTH 22°05'12" EAST, 361.72 FEET; THENCE NORTH 57°04'49" EAST, 384.27 FEET; THENCE NORTH 33°55'16" EAST, 346.06 FEET; THENCE NORTH 42°56'54" EAST, 229.17 FEET; THENCE NORTH 68°59'11" EAST, 425.28 FEET; THENCE NORTH 00°09'11" WEST, 96.50 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER AND THE POINT OF TERMINUS. THE EASEMENT CONTAINS 3.59 ACRES (156,387 SQUARE FEET). THE SIDELINES OF SAID EASEMENT SHALL SHORTEN OR EXTEND TO THE EXISTING EASEMENT AT THE POINT OF BEGINNING AND THE NORTH LINE OF SAID NORTHWEST QUARTER AT THE POINT OF TERMINUS.

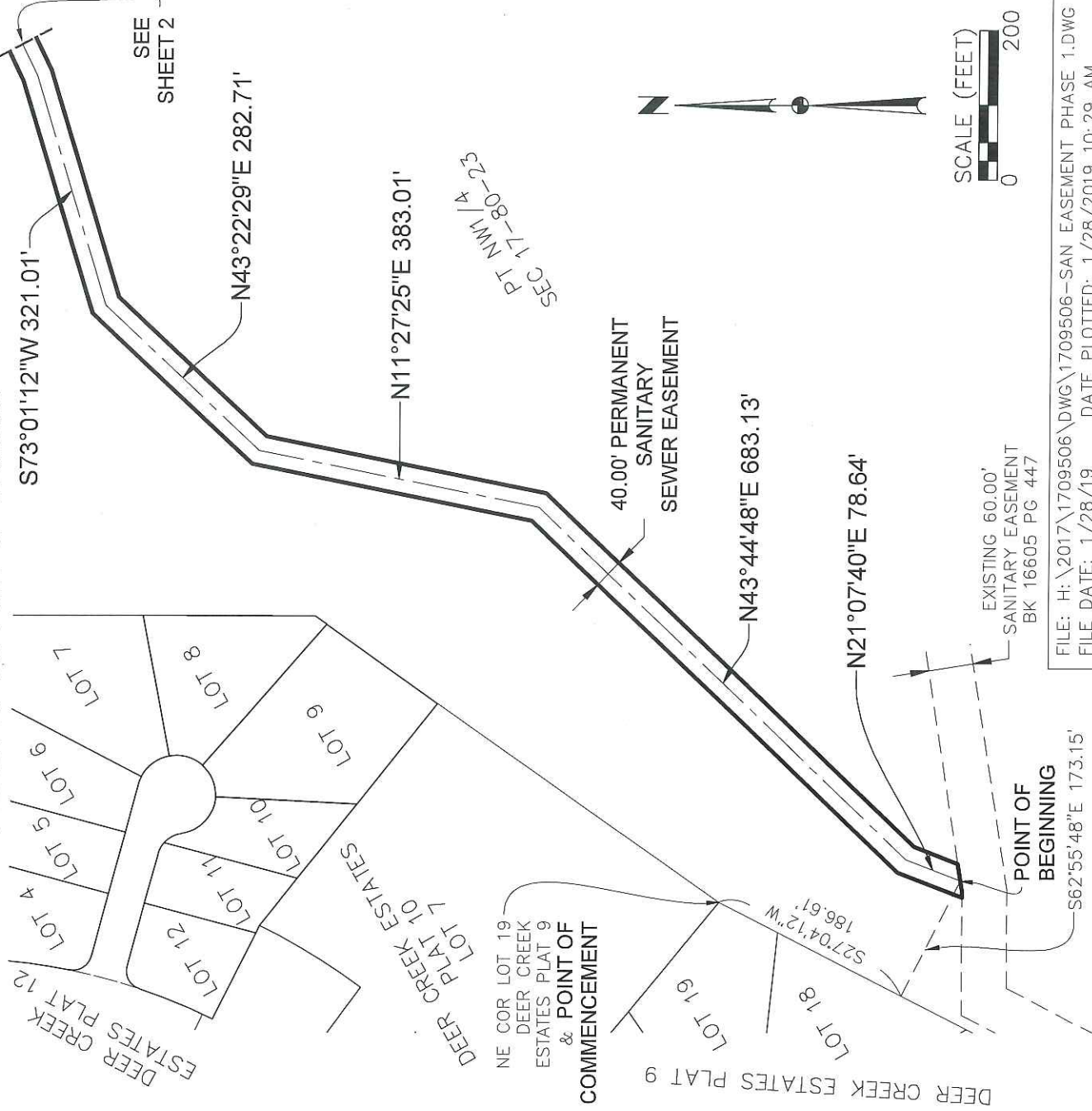
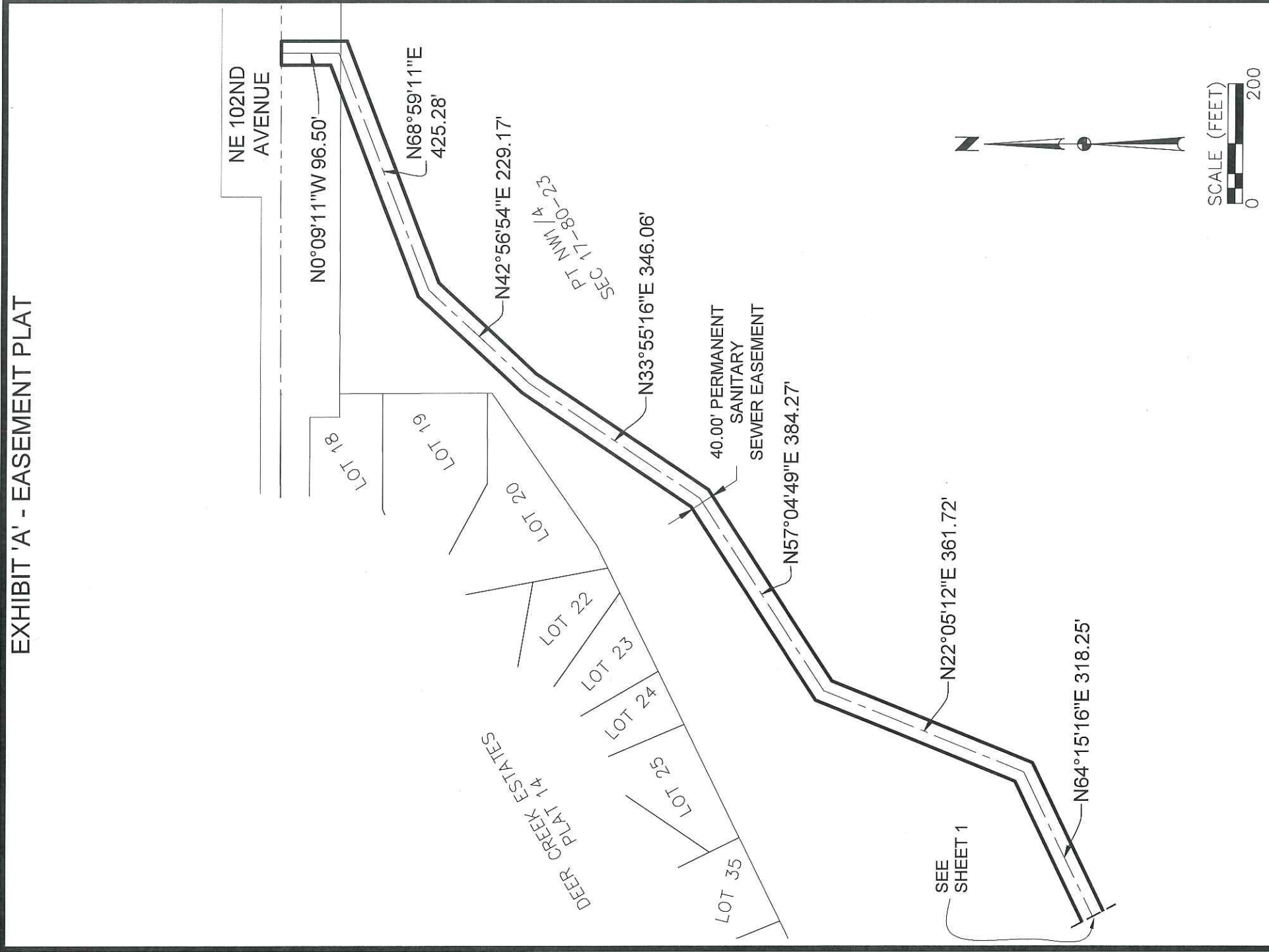


EXHIBIT 'A' - EASEMENT PLAT



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